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NOTES OF CASES.

Option Contracts—Revocability.—A contract under seal, giving an option to purchase shares of stock within a specified time, is held, in *Watkins v. Robertson* (Va.) 5 L. R. A. (N. S.) 1194, to be, prior to that time, irrevocable by the grantor.

Principal and Agent—Ratification.—Failure on the part of a principal to dissent from or repudiate an unauthorized act of his agent within a reasonable time is held, in *Thompson v. Laboring man's Mercantile & Mfg. Co.* (W. Va.) 6 L. R. A. (N. S.) 311, to be evidence of ratification of the unauthorized act.

Pledge and Collateral Security—National Bank Stock.—The pledgee of national-bank stock as collateral security for a note, with power of public or private sale for the liquidation of the pledge, is held, in *Ohio Valley Nat. Bank v. Hulitt, Advance Sheets*, U. S. (1906) 179, to become the beneficial owner of the stock, and as such subject to the liability of a stockholder, under the United States Revised Statutes, where, after the death of the pledgor, it causes the stock to be registered in the name of an employee with no beneficial interest, and afterwards indorses upon the note the supposed value of the stock as of the date of the credit, and presents the note, as reduced by the amount of such valuation, to the pledgor's administrator, who allows the claim in this form.

Mutual Benefit Societies—Assessments—Attachment.—Funds arising from assessments upon the members of a mutual benefit society, to be used exclusively for the payment of claims of widows and orphans, under the rules of the society, are held, in *Brenizer v. Supreme Council* (N. C.) 6 L. R. A. (N. S.) 235, not to be subject to attachment in the hands of a collector of a subordinate lodge for a general debt of the society.

Brokers—Commissions.—A broker who finds a person who takes an option upon the purchase of certain mining property, which is never carried out, is held, in *Crowe v. Trickey, Advance Sheets*, U. S. (1906) 275, to have no right, where the owner dies before the option expires, to recover his agreed commission from the administrator, when the latter, after the expiration of the option, sells the property to the same person and at the same price.

Carriers—Discriminations.—The shipping over a railroad of the products of a mill is held, in *Hilton Lumber Co. v. Atlantic Coast Line R. Co.* (N. C.) 6 L. R. A. (N. S.) 225, not to justify a discrim-

inatory rate in favor of the logs shipped to the mill from which the product is made.

Carriers—Bill of Lading—Estoppel.—That a carrier may be estopped, even as against a bona fide holder for value, to deny the validity of a bill of lading issued by its agent, on the ground that the goods were never delivered to it for shipment, is denied in *Roy & Roy v. Northern P. R. Co.* (Wash.) 6 L. R. A. (N. S.) 302.

Charities—Bequests—Exemption from Taxation.—A trust fund created for the propagation of the religious belief of a particular sect is held, in *Com. ex rel. Albritton v. Thomas* (Ky.) 6 L. R. A. (N. S.) 320, not to be exempt from taxation under a clause of the Constitution exempting "purely public charities," where the same section specifies the religious property that shall be exempt, and other sections absolve citizens from contributing to the support of any religious sect, and provide that no money raised for educational purposes shall be used in aid of any church.

Fellow Servants—Rule of Decision—Law of Forum.—In *Root v. Kansas City S. R. Co.* (Mo.) 6 L. R. A. (N. S.) 212, it is held that the courts of a state in which a section foreman on a railroad is held not to be a fellow servant of a brakeman will not, in determining the liability of a railroad company for injury to a brakeman through the negligence of a foreman in another state, assume that the courts of the latter would hold that they were fellow servants, merely because its decisions had tended in that direction, but, in the absence of direct decision, will establish their own rule.

Constitutional Law—Delegation of Legislative Power.—A statute prescribing punishment for violation of a regulation of the state board of health is held, in *Pierce v. Doolittle* (Iowa) 6 L. R. A. (N. S.) 143, not to be unconstitutional, on the theory that legislative power to create crimes is thereby delegated to such board.

Constitutional Law—Sale of Nonintoxicants.—Forbidding the keeping for sale, for tippling purposes, or for a beverage, of cider which is in fact unfermented and nonintoxicating, is held, in *State v. Frederickson* (Me.) 6 L. R. A. (N. S.) 186, not to violate the constitutional rights of the owner.

Constitutional Law—Liability of Landlords.—A statute making the owner of premises liable for water and light furnished by a municipality to a tenant is held, in *East Grand Forks v. Luck* (Minn.) 6 L. R. A. (N. S.) 198, not to be unconstitutional as a taking of property without due process of law, or as causing one person to pay for the debts of another.